

<i>SERFF Tracking Number:</i>	<i>PRLC-125662979</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Principal Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39116</i>
<i>Company Tracking Number:</i>	<i>GPR 49605-1</i>		
<i>TOI:</i>	<i>A03G Group Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>GPR 49605-1 etal</i>		
<i>Project Name/Number:</i>	<i>GPR 49605-1 etal/GPR 49605-1 etal</i>		

## Filing at a Glance

Company: Principal Life Insurance Company

Product Name: GPR 49605-1 etal

SERFF Tr Num: PRLC-125662979 State: ArkansasLH

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed

State Tr Num: 39116

Sub-TOI: A03G.002 Flexible Premium

Co Tr Num: GPR 49605-1

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Joel Sungren, Karla Waldron

Disposition Date: 06/02/2008

Date Submitted: 05/27/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: GPR 49605-1 etal

Status of Filing in Domicile: Authorized

Project Number: GPR 49605-1 etal

Date Approved in Domicile: 05/06/2008

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Trust

Filing Status Changed: 06/02/2008

State Status Changed: 06/02/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

No part of this filing contains any unusual or possibly controversial items from normal company or industry standards, except as clearly described in this letter.

The above riders are designed to be used with our Modular Group Annuity Contracts, GPA 5997 and 5997-1, both previously approved by your department. These riders include the rider that offers the separate account investment choices for defined benefit plans. The contract forms and the additional documents referenced in this letter create an unallocated, defined benefit funding vehicle.

<i>SERFF Tracking Number:</i>	<i>PRLC-125662979</i>	<i>State:</i>	<i>Arkansas</i>
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Rider form GPR 49606-7 provides for investments in various Separate Accounts, similar to Rider form GPR 49606-6, previously approved by your department. We have added nineteen (19) new Separate Accounts to the rider noted above. These Separate Accounts are:

- Principal Strategic Asset Management Balanced Separate Account
- Principal Strategic Asset Management Conservative Balanced Separate Account
- Principal Strategic Asset Management Conservative Growth Separate Account
- Principal Strategic Asset Management Flexible Income Separate Account
- Principal Strategic Asset Management Strategic Growth Separate Account
- Principal LifeTime 2010 Separate Account
- Principal LifeTime 2015 Separate Account
- Principal LifeTime 2020 Separate Account
- Principal LifeTime 2025 Separate Account
- Principal LifeTime 2030 Separate Account
- Principal LifeTime 2035 Separate Account
- Principal LifeTime 2040 Separate Account
- Principal LifeTime 2045 Separate Account
- Principal LifeTime 2050 Separate Account
- Principal LifeTime 2055 Separate Account
- Principal LifeTime Strategic Income Separate Account
- Principal Bond Emphasis Balanced Separate Account
- Principal Stock Emphasis Balanced Separate Account
- Principal Total Market Stock Separate Account

Rider form GPR 49605-1 allows for providing annuities by using the Benefit Index. Form GPR 49605-1 is similar to GPR 49605 previously approved by your department. The main changes made to this document were to clarify the definitions of Adjusted Balance Value Factor and Benefit Index.

Certificate form GP CA 18834-1 was previously approved by your department. We hereby request extension of approval of GP CA 18834-1 as the retirement certificate to be used when defined benefit documents such as GPR 49605-1 and GPR 49606-7 are used to create an unallocated, defined benefit funding vehicle.

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Rider form GPR 52017 was approved by your department on January 11, 2005, for use with GPA 5997. GPR 52017 adds the Principal Financial Group, Inc. Stock Separate Account to GPA 5997. We hereby request extension of approval for use of rider GPR 52017 with Modular Group Annuity Contract, GPA 5997-1.

The Principal Financial Group, Inc. Stock Separate Account is invested primarily in the stock of Principal Financial Group, Inc., a company that was established as part of the demutualization of Principal Mutual Holding Company, the parent corporation of Principal Life Insurance Company. The Separate Account may also hold cash, cash equivalents, and derivatives, as necessary. This Separate Account was established in order to offer an alternative to a direct distribution of cash or stock as a part of our parent company's demutualization plan at the time of demutualization in 2001.

GPA 5997-1 was not yet a product offering at the time of the demutualization of Principal Mutual Holding Company. Pension clients who at the time of demutualization were utilizing another of our products, may now wish to transfer their plan funds to GPA 5997-1. This Separate Account will be available only to our pension clients utilizing GPA 5997-1 who have been using the Principal Financial Group, Inc. Stock Separate Account under another of our group annuity contracts since the demutualization of Principal Mutual Holding Company, and who are now transferring those plan funds to GPA 5997-1.

The Principal Financial Group, Inc. Stock Separate Account is exempt from registration with the Securities Exchange Commission under Section 3(a)(2) of the Securities Act of 1933. For this reason, there is no prospectus.

At some time in the future, it may be necessary for us to change the format, fonts, page breaks, etc. in these forms in order to accommodate new technology or new printing equipment. We reserve the right to make these types of changes without re-filing as long as there is no change in the text of the forms. However, any such accommodation will not result in the use of a font or type style or size which would violate any state law or regulation.

## Company and Contact

### Filing Contact Information

Ellen Tanner,  
710 9th St

tanner.ellen@principal.com  
(515) 235-9914 [Phone]

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Des Moines, IA 50309 (515) 235-1953[FAX]

**Filing Company Information**

Principal Life Insurance Company	CoCode: 61271	State of Domicile: Iowa
711 High Street	Group Code: 332	Company Type:
Des Moines, IA 50309	Group Name:	State ID Number:
(515) 246-7517 ext. [Phone]	FEIN Number: 42-0127290	
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<i>SERFF Tracking Number:</i>	<i>PRLC-125662979</i>	<i>State:</i>	<i>Arkansas</i>
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$40.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Principal Life Insurance Company	\$40.00	05/27/2008	20511408

<i>SERFF Tracking Number:</i>	<i>PRLC-125662979</i>	<i>State:</i>	<i>Arkansas</i>
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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Linda Bird	06/02/2008	06/02/2008

<i>SERFF Tracking Number:</i>	<i>PRLC-125662979</i>	<i>State:</i>	<i>Arkansas</i>
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## **Disposition**

Disposition Date: 06/02/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>PRLC-125662979</i>	<i>State:</i>	<i>Arkansas</i>
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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Certification/Notice		No
<b>Supporting Document</b>	Application		No
<b>Supporting Document</b>	Life & Annuity - Acturial Memo		No
<b>Supporting Document</b>	Explanation of Variables		Yes
<b>Form</b>	BENEFIT INDEX RIDER		Yes
<b>Form</b>	PREMIER SEPARATE ACCOUNT		Yes
	BALANCE RIDER - DEFINED BENEFIT		
	UNALLOCATED		



SERFF Tracking Number: PRLC-125662979 State: Arkansas

Filing Company: Principal Life Insurance Company State Tracking Number: 39116

Company Tracking Number: GPR 49605-1

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: GPR 49605-1 etal

Project Name/Number: GPR 49605-1 etal/GPR 49605-1 etal

## Form Schedule

**Lead Form Number:** GPR 49605-1

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GPR 49605-1	Policy/Cont BENEFIT INDEX ract/Fratern RIDER al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	GPR 49605-1.pdf
	GPR 49606-7	Policy/Cont PREMIER ract/Fratern SEPARATE al ACCOUNT Certificate: BALANCE RIDER - Amendmen DEFINED BENEFIT t, Insert UNALLOCATED Page, Endorseme nt or Rider	Initial		0	GPR 49606-7.pdf

# Principal Life Insurance Company

## BENEFIT INDEX RIDER

This Rider is added to Document Number ( ) - issued by us. All terms defined in the Document have the same meaning where used in this Rider. The effective date of this Rider is the latest of (i) the Document Date, (ii) the date this Rider has been approved for use in the state of delivery, or (iii) the date stated in the amendment adding this Rider to the Document.

The purpose of this Rider is to allow the Document to provide for guaranteed annuities using the Benefit Index. Guaranteed annuities described in Section E and Article IV of the Document are irrevocable.

### A. DEFINITIONS

Adjusted Balance Value Factor means, the factor determined by dividing (a) by (b):

- (a) The sum of the value of the Separate Account Balances, as described in the Premier Separate Account Balance Rider – Defined Benefit Unallocated. No Guaranteed Account Balances, as described in the Guaranteed Account Balance Rider – Defined Benefit Unallocated, if such Rider is part of this Document, will be taken into consideration in this Rider.
- (b) The sum of the amounts determined by applying the percentage shown below to the value described for each Separate Account Balance:

Principal Money Market Separate Account Balance	95% of the value of the Balance.
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Principal Government & High Quality Bond Separate Account Balance	95% of the value of the Balance.
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Principal Ultra-Short Bond Separate Account Balance	95% of the value of the Balance.
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Principal Short-Term Bond Separate Account Balance	95% of the value of the Balance.
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Principal High Quality Intermediate-Term Bond Separate Account Balance	95% of the value of the Balance.
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Principal Ultra-Long Bond Separate Account Balance	95% of the value of the Balance.
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Principal Bond and Mortgage Separate Account Balance	95% of the value of the Balance.
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Principal Inflation Protection Separate Account Balance	95% of the value of the Balance.
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Principal Bond Emphasis Balanced Separate Account Balance	90% of the value of the Balance.
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Principal LifeTime Strategic Income Separate Account Balance	90% of the value of the Balance.
Principal Strategic Asset Management Flexible Income Separate Account Balance	85% of the value of the Balance.
Principal Stock Emphasis Balanced Separate Account Balance	80% of the value of the Balance.
Principal Strategic Asset Management Balanced Separate Account Balance	80% of the value of the Balance.
Principal Strategic Asset Management Conservative Balanced Separate Account Balance	80% of the value of the Balance.
Principal LifeTime 2010 Separate Account Balance	80% of the value of the Balance.
Principal Preferred Securities Separate Account Balance	75% of the value of the Balance.
Principal High Yield Separate Account Balance	75% of the value of the Balance.
Principal Large-Cap Stock Index Separate Account Balance	75% of the value of the Balance.
Principal Large Company Value Separate Account Balance	75% of the value of the Balance.
Principal Partners Large-Cap Value Separate Account Balance	75% of the value of the Balance.
Principal Partners Large-Cap Value I Separate Account Balance	75% of the value of the Balance.
Principal Partners Large-Cap Value II Separate Account Balance	75% of the value of the Balance.
Principal Disciplined Large-Cap Blend Separate Account Balance	75% of the value of the Balance.
Principal Partners Large-Cap Blend I Separate Account Balance	75% of the value of the Balance.
Principal Partners Large-Cap Blend Separate Account Balance	75% of the value of the Balance.

Principal Large Company Growth Separate Account Balance	75% of the value of the Balance.
Principal Partners Large-Cap Growth I Separate Account Balance	75% of the value of the Balance.
Principal Partners Large-Cap Growth II Separate Account Balance	75% of the value of the Balance.
Principal Mid-Cap Stock Index Separate Account Balance	75% of the value of the Balance.
Principal Medium Company Value Separate Account Balance	75% of the value of the Balance.
Principal Partners Mid-Cap Value Separate Account Balance	75% of the value of the Balance.
Principal Partners Mid-Cap Value I Separate Account Balance	75% of the value of the Balance.
Principal Medium Company Blend Separate Account Balance	75% of the value of the Balance.
Principal Medium Company Growth Separate Account Balance	75% of the value of the Balance.
Principal Partners Mid-Cap Growth Separate Account Balance	75% of the value of the Balance.
Principal Partners Mid-Cap Growth I Separate Account Balance	75% of the value of the Balance.
Principal Partners Mid-Cap Growth II Separate Account Balance	75% of the value of the Balance.
Principal Total Market Stock Index Separate Account Balance	75% of the value of the Balance.
Principal Strategic Asset Management Conservative Growth Separate Account Balance	75% of the value of the Balance.
Principal Strategic Asset Management Strategic Growth Separate Account Balance	75% of the value of the Balance.
Principal LifeTime 2015 Separate Account Balance	75% of the value of the Balance.
Principal LifeTime 2020 Separate Account Balance	75% of the value of the Balance.

Principal LifeTime 2025 Separate Account Balance	75% of the value of the Balance.
Principal LifeTime 2030 Separate Account Balance	70% of the value of the Balance.
Principal LifeTime 2035 Separate Account Balance	70% of the value of the Balance.
Principal LifeTime 2040 Separate Account Balance	70% of the value of the Balance.
Principal LifeTime 2045 Separate Account Balance	70% of the value of the Balance.
Principal LifeTime 2050 Separate Account Balance	70% of the value of the Balance.
Principal LifeTime 2055 Separate Account Balance	70% of the value of the Balance.
Principal Small-Cap Stock Index Separate Account Balance	65% of the value of the Balance.
Principal Small Company Value Separate Account Balance	65% of the value of the Balance.
Principal Partners Small-Cap Value Separate Account Balance	65% of the value of the Balance.
Principal Partners Small-Cap Value I Separate Account Balance	65% of the value of the Balance.
Principal Partners Small-Cap Value II Separate Account Balance	65% of the value of the Balance.
Principal Small Company Blend Separate Account Balance	65% of the value of the Balance.
Principal Partners Small-Cap Blend Separate Account Balance	65% of the value of the Balance.
Principal Small Company Growth Separate Account Balance	65% of the value of the Balance.
Principal Partners Small-Cap Growth I Separate Account Balance	65% of the value of the Balance.
Principal Partners Small-Cap Growth II Separate Account Balance	65% of the value of the Balance.

Principal Partners Small-Cap Growth III Separate Account Balance	65% of the value of the Balance.
Principal Real Estate Securities Separate Account Balance	65% of the value of the Balance.
Principal U.S. Property Separate Account Balance	65% of the value of the Balance.
Principal Diversified International Separate Account Balance	60% of the value of the Balance.
Principal International Growth Separate Account Balance	60% of the value of the Balance.
Principal Partners International Separate Account Balance	60% of the value of the Balance.
Principal Partners Global Equity Separate Account Balance	60% of the value of the Balance.
Principal International Small Company Separate Account Balance	50% of the value of the Balance.
Principal International Emerging Markets Separate Account Balance	50% of the value of the Balance.

The percentage for other Balances which may become available under this Document will be provided in an amendment and made part of this Rider.

Automatic Form of Income means the form of annuity provided for a Participant under the Plan if the Participant has not elected another form of annuity or method of distribution.

Benefit Index means the value determined by multiplying the Benefit Value by the Adjusted Balance Value Factor. If the aggregate of the Separate Account Balances, as described in the Premier Separate Account Balance Rider – Defined Benefit Unallocated, with regard to the Separate Accounts shown in the Adjusted Balance Value Factor, falls to a point where the Benefit Index falls below the Benefit Value, the amounts needed to purchase the guaranteed annuities being paid under the Benefit Index will be applied to make such a purchase described in Section G of this Rider.

The Benefit Index will be determined or redetermined when there are annuities to be guaranteed and paid using the Benefit Index alternative, when the purchase rates for contracts of this class change, or when the value of a Separate Account Balance changes.

Balances described in the Guaranteed Account Balance Rider – Defined Benefit Unallocated, if such Rider is part of this Document, will not be a part of the Benefit Index.

Benefit Value means, at any time, the value of the annuities being paid under the Document as calculated in Section F of this Rider multiplied by 110%.

Order of Application means the order in which Separate Account Balances are used to pay out annuities under the Benefit Index option under this Document. See Section B.

Sex Neutral Rates means the weighted average of the male and female present values and purchase rates, whichever is applicable. This ratio may be any that is in accordance with the Plan that you report to us by Notification. If you do not report a different ratio to us, the ratio shall be that such values or rates are weighted .65 male and .35 female for single life annuities. For joint or survivorship annuities, Sex Neutral Rates are the weighted average of the male participant/female contingent annuitant and female participant/male contingent annuitant values or rates where such values or rates are weighted .65 male participant and .35 female participant.

Termination of Employment means a Participant's termination of employment with the Employer.

Termination of Plan means the termination of the Plan by the Employer which is evidenced, if applicable, by acceptance by the Pension Benefit Guaranty Corporation (PBGC) of the written notice filed by the Employer that the Plan is to be terminated as of the date proposed (if applicable) or termination by the PBGC.

## **B. ORDER OF APPLICATION**

The amount needed to pay annuities being paid under the Benefit Index option will be applied from the Separate Account Balances, unless otherwise requested by you, in accordance with the order shown under the Adjusted Balance Value Factor, including any new Separate Accounts added by Rider.

Only those Separate Account Balances which have been established under this Document shall be taken into account for the purposes of this Order of Application.

## **C. PAYMENT OF BENEFITS**

Annuities paid under the Benefit Index option will be paid under the method described in Section E below.

You may change your election to use the Benefit Index option by Notifying us, subject to the following:

1. Any change to the Benefit Index option as the method of payment of Plan benefits may include Participants already receiving payments under the direct fund method, as described in Article IV, Section 2, of the Document.
2. No change regarding the use of the Benefit Index option will affect any aspect of the payments to Participants already receiving payments under fully purchased annuities.
3. Any change to direct fund payments will apply only to those Participants who begin to receive benefits after the date of change and will not affect the method of payment to Participants already receiving payments under any other choice.

Any change from one method of payment of benefits for Participants who retire in the future to another method under (1) or (2) above will apply to all Participants who begin receiving payments after the date of change. Single sum benefits and those periodic payments which are not provided under the Benefit Index method or through fully purchased annuities will be paid under the direct fund method.

**D. CHANGE IN AMOUNT OR SUSPENSION OF ANNUITY**

If, after a Participant's Annuity Start Date, we receive Notification that the amount of the Participant's annuity has changed (as determined under the Plan), we will adjust the annuity on the later of (i) the first payment date at least seven Business Days after we are Notified, or (ii) the payment date requested, if later. We will make such adjustment only if the value of the Separate Account Balances is sufficient to accommodate the adjustment to the annuity. Should the value of the Separate Account Balances be insufficient, we will Announce the requirement to provide additional contributions before the adjustment can be made. Thereafter, we will continue making annuity payments to the Participant in the changed amount. If the change reduces a Participant's annuity, the Notification must certify that the reduction complies with Plan provisions in effect on the Participant's Annuity Start Date.

After a Participant's Annuity Start Date, if we receive Notification that all or part of the Participant's annuity payable under the Plan is to be suspended, we will suspend the portion requested for the period specified. The Notification must certify that the suspension complies with Plan provisions in effect on the Participant's Annuity Start Date.

**E. BENEFIT INDEX OPTION**

We will make monthly payments under this Rider to each Participant for whom an annuity under the Benefit Index alternative is effective. Payments will be in the amount and form requested pursuant to Article IV of the Document. We will make payments under the Benefit Index alternative until the earlier of (i) the date annuity benefits are no longer payable to the Participant (or beneficiary or contingent annuitant, if applicable) or (ii) the date the annuity is purchased for the Participant under Section G of this Rider.

Each payment under the Benefit Index alternative will be made from the Separate Account Balance directed by you in a Notice, or, if we receive no Notification, will be in accordance with the Order of Application. An annuity will not be provided under the Benefit Index alternative if it would cause the Benefit Index to exceed the value of the aggregate of the Separate Account Balances under this Document.

Likewise, no amount may be transferred, paid, or applied from a Separate Account Balance if such transfer, payment, or application would cause the Benefit Index to exceed 100% of the value of the aggregate of the Separate Account Balances under this Document.

**F. DETERMINATION OF THE VALUE OF A BENEFIT INDEX ANNUITY**

The value of any annuity to be provided under the Benefit Index alternative is, as of any date, the amount which would be required, based on the then current purchase rates applicable under annuity contracts of this class as described in Article IV of the Document to purchase such annuity for the Participant (or beneficiary or contingent annuitant, if applicable).

The value will be calculated initially when the benefit is to start and from time to time thereafter, using the following:

1. The amount and form of monthly annuity being provided under this Document.
2. The age of the Participant and, if applicable, the Participant's sex.



3. If there is a contingent annuitant, the age of the contingent annuitant and, if applicable, the contingent annuitant's sex.
4. The Participant's initial death benefit, if any, and, if applicable, the date of death of the Participant.

The value of an annuity under the Benefit Index alternative may be redetermined by us at any time we choose and will be redetermined at any time the total amount of benefits under the Benefit Index alternative change or the amounts held in any Separate Account Balances under this Document changes.

The value of a Participant's benefit under the Benefit Index alternative will become zero upon the earlier of (i) the date annuity benefits are no longer payable to such Participant, his beneficiary or contingent annuitant, if any, or (ii) the date an annuity is purchased for the Participant pursuant to Paragraph G of this Rider.

**G. PURCHASE OF ANNUITY UNDER BENEFIT INDEX ALTERNATIVE**

Application of the amounts of the Separate Account Balances will be made to pay for all annuities being paid under the Benefit Index alternative will occur if the value of the aggregate of the Separate Account Balances under the Document is equal to or less than the Benefit Index. Such application will be made in accordance with Article IV, Section 4, of the Document and the annuities will be paid under those provisions. The cost to purchase such annuities will not exceed the Benefit Value for such annuities.

You may request application of amounts from the Separate Account Balances to pay for any annuity or annuities being paid under the Benefit Index option and that the annuities will be paid in accordance with Article IV, Section 4, of the Document. The Benefit Index for annuities so purchased will be canceled; the cost to purchase will be determined using our then current purchase rates. Such cost may exceed the Benefit Value for such annuities.

**H. AMENDMENT**

We may amend or change the Order of Application, the Adjusted Balance Value Factor for each Separate Account Balance, and the Benefit Value percentage at any time.

PRINCIPAL LIFE INSURANCE COMPANY



**President and  
Chief Operating Officer**

## Principal Life Insurance Company

### PREMIER SEPARATE ACCOUNT BALANCE RIDER - DEFINED BENEFIT UNALLOCATED

This Rider is added to Document Number ( ) - issued by us. All terms defined in the Document have the same meaning where used in this Rider. The effective date of this Rider is the latest of (i) the Document Date, (ii) the date this Rider has been approved for use in the state of delivery, or (iii) the date stated in the amendment adding this Rider to the Document.

The purpose of this Rider is to allow the Document to access our Separate Accounts. We reserve the right to limit the number of Separate Accounts available under the Document. The Separate Accounts shown in the Table A attached to this Rider can be made available under this Document, per your direction to us.

Although all Separate Accounts listed in Table A of this Rider may be available under this Document, per your direction to us, you may send us Notification indicating you want the Document administered so that one or more of these Separate Accounts will not be available to receive Contributions. You may revoke or change your Notification by sending us a new Notification. Such revocation or change will be effective 14 Business Days after our receipt of it.

#### A. DESCRIPTIONS OF THE SEPARATE ACCOUNTS

Each Separate Account listed in Table A is a pooled Separate Account for use by our retirement plan clients. The funds held in each Separate Account will be invested and reinvested by us in accordance with applicable law, without regard to any investment requirements applicable to our general account or of any of our other Separate Accounts.

A Separate Account consists of funds we receive under group annuity contracts or policies which permit deposit in such Separate Account and under which amounts are directed to such Separate Account. All income, gains and losses (whether or not realized), and expenses from the assets allocated to a Separate Account will be credited to or charged against that Separate Account without regard to any other income, gains or losses, or expenses we might have for our general account or any other Separate Account. The assets of a Separate Account will not be charged with: any liabilities arising out of the investment experience of our general account or any other Separate Accounts outside that Separate Account, nor with liabilities arising out of any other business we may conduct. We may invest the assets of any Separate Account in short term money market instruments, cash, or cash equivalents in order to provide liquidity or while awaiting investment or reinvestment.

#### B. DEFINITIONS

Balance means an account we create in order to track and reflect the value of the interest the Documentholder has in a Document Option, as set out in this Rider. The Balances addressed in this Rider are Separate Account Balances. The amount of the Separate Account Balances is the limit of our obligations with regard to those Balances. We are under no obligation to make any payment, transfer, or application with regard to any Separate Account Balance that is in excess of the value of the Balance, less any charges described in this Rider.

Management Fee means the fee consisting of the investment management charge and the Document expense charge applicable to this Document, for each Separate Account. A pro-rata charge for the

Management Fee will be deducted from each Separate Account on each Valuation Date for the number of calendar days within the Valuation Period ending on such Valuation Date.

Mutual Fund means any diversified, open-end management investment company registered under the Investment Company Act of 1940 which is, or, if required by context, may be, an underlying investment of a Separate Account.

Net Asset Value (NAV) means the price per Mutual Fund share represented as a dollar amount.

Operating Expenses are those charges which must be paid in order to operate a Separate Account or obtain investments for a Separate Account. Operating Expenses include, but are not limited to, custodial fees, transfer taxes, brokerage fees, processing fees, and other taxes and fees associated with the operation of a Separate Account. Operating expenses will be deducted from the Separate Account associated with a particular charge on the next Valuation Date after the Operating Expenses have been paid or become immediately payable. In accordance with our then-current procedures, various Separate Accounts may share in the payment of certain Operating Expenses and, in some cases, we may use certain fees paid to us by third parties to offset Operating Expenses incurred by a Separate Account which would otherwise be payable from that Separate Account.

Separate Account means each Separate Account defined and described in Section A of this Rider.

Separate Account Balance means the Balance that we establish with regard to this Document under Section C of this Rider.

Unit Value means the dollar value for one unit.

Valuation Date means the date we determine the value of a Separate Account. Valuation Dates will occur on dates we determine, but at least on the last Business Day of a calendar month. Valuation will occur at the end of each such day, according to our then-current procedures. For purposes of the Principal Diversified International Separate Account, Principal International Growth Separate Account, Principal International Small Company Separate Account, Principal International Emerging Markets Separate Account, and Principal Partners International Separate Account only those days on which both the value of the underlying investments is determined and we are open for business will be Valuation Dates.

Valuation Period means the period from the end of a Valuation Date to the end of the next following Valuation Date.

## **C. SEPARATE ACCOUNT BALANCE**

A Separate Account Balance is established for this Document for participation in each Separate Account.

**Default investment direction.** Default investment direction should be indicated in the written service and expense agreement you have with us. If no default investment direction is indicated in the service agreement, the default investment direction for unallocated accounts will be the Principal Money Market Separate Account.

**D. DETERMINING SEPARATE ACCOUNT VALUES; OPERATING EXPENSES**

The value of a Separate Account is the market value (appraised market value for Principal U.S. Property Separate Account) of the assets held in that Separate Account, less Operating Expenses accrued but not deducted, if any. If there is no readily available market, the Separate Account's value is the fair market value of the amounts held in such Separate Account as determined by us using generally accepted accounting practices and applicable law. To the extent that a Separate Account invests in a Mutual Fund, the value of that portion of such Separate Account is the number of the shares invested in the Mutual Fund multiplied by the Mutual Fund's NAV for that Valuation Date. The value of all Separate Accounts will always be expressed in U.S. dollars. We will determine the value of a Separate Account on each Valuation Date.

**E. MANAGEMENT FEES**

The Management Fee with regard to each Separate Account will be a percentage of the value of the amounts held in such Separate Account, subject to the equivalent of a maximum annual percentage listed in the Table A. We will determine the Management Fee for each Separate Account and report it to you in an Announcement. Notwithstanding the provisions of Article VI, Section 7, we reserve the right to change the Management Fee to any amount up to the maximum limit at any time by giving you an Announcement at least 30 days before the date the change is to take effect.

The Management Fees with regard to Principal Bond Emphasis Balanced Separate Account, Principal Stock Emphasis Balanced Separate Account, and Principal Total Market Stock Index Separate Account will be satisfied by payment of Management Fees in the underlying Separate Accounts in which the listed Separate Accounts are invested. An additional Management Fee will be charged under these listed Separate Accounts only with regard to management services actually performed exclusively for assets other than units in other Separate Accounts held in the listed Separate Accounts.

**F. RETURNS CREDITED TO SEPARATE ACCOUNT BALANCES**

Each Separate Account Balance established under this Document will be credited with its portion of the gains or losses associated with the appropriate Separate Account. The gains or losses with regard to a Separate Account will be based on the change in value of that Separate Account, including payment of any Management Fee and Operating Expenses.

In order to track the Separate Account returns for the purpose of determining Separate Account Balances established under this Document, we will use a Unit Value system of recordkeeping, unless we determine that another recordkeeping system would be more appropriate.

**G. UNIT VALUE SYSTEM OF RECORDKEEPING**

The value of a unit in any Separate Account will be obtained by dividing the value of the Separate Account by the number of units outstanding at the time of the determination. This will provide the Unit Value.

We will determine the value of a Separate Account Balance for each Valuation Date by multiplying the number of Separate Account units held in the Separate Account Balance by the applicable Unit Value.

Contributions or transfers to a Separate Account increase the number of units attributable to the Separate Account and the number of units credited to the relevant Separate Account Balance. Payments, transfers, and applications from a Separate Account reduce the number of Separate

Account units attributed to the Separate Account and the number of units credited to the relevant Separate Account Balance. The increase or decrease in the number of units attributable to a Separate Account is calculated by dividing the dollar amount of the Contribution, payment, transfer, or application by the applicable Unit Value.

We will calculate the Unit Value applicable to each Separate Account Balance on each Valuation Date.

When crediting Contributions and transfers added to a Separate Account we will use the Unit Value applicable to the Separate Account for the Valuation Date with respect to which we accept the Contribution or transfer. In the event of a payment, transfer, or application from a Separate Account, we will use the Unit Value applicable to the Separate Account for the Valuation Date with respect to which we make such payment, transfer, or application.

Notwithstanding the provisions of Article VI, Section 7, we have the right to change our Unit Value recordkeeping system upon 30 days Announcement to you.

## **H. DEPOSITS TO SEPARATE ACCOUNTS; RESTRICTIONS AND ORDER OF ENTRY**

We reserve the right to defer, limit, or stop Contributions and transfers to a Separate Account, and we may transfer amounts in the Separate Account that are attributable to the Plan out of a Separate Account. We may exercise these rights if we:

1. decide that we need to do so to comply with regulation, statute, or decisional law to which we are subject,
2. believe it would be imprudent not to do so in fulfilling our fiduciary role regarding Separate Account assets under ERISA,
3. believe the investment approach of the Separate Account no longer makes sense, is excessively expensive, or does not currently have any favorable investment opportunities available, or
4. decide to suspend or discontinue operation of such Separate Account.

Contributions or transfers directed to a Separate Account that we have closed on a temporary basis, other than those specifically addressed with regard to the Principal U.S. Property Separate Account below, will be treated as Contributions or transfers for which we have not received proper investment directions and the provisions of the Document with regard to any such Contributions or transfers will apply. Your direction to make Contributions and transfers to the temporarily closed Separate Account will be treated as revoked.

If you wish to have Contributions or transfers originally intended to be allocated to any Separate Account that is temporarily closed be allocated to something other than as amounts for which we have not received proper investment directions, we must receive new investment direction with regard to those Contributions or transfer. Once a temporarily closed Separate Account reopens, we must receive new directions in order to direct any Contributions or transfers to such Separate Account; the directions that were made prior to the closing of the Separate Account will continue to be treated as revoked, even after the Separate Account reopens. We may limit the application of such

new investment directions as necessary to protect the Separate Account and assure that it operates properly.

Contributions or transfers directed to the Principal U.S. Property Separate Account, if we have closed it on a temporary basis, will be directed to Principal Money Market Separate Account, if available, or will be treated as Contributions or transfers for which we have not received proper investment directions. We will maintain records of all such Contributions or transfers that are redirected. Such redirected amounts will be transferred to the Principal U.S. Property Separate Account as soon as permitted after the Separate Account is reopened. We may limit the application of such new investment directions as necessary to protect the Separate Account and assure that it operates properly.

Normally, if the amount of the intended transfer is greater than the amount open for acceptance by a previously closed Separate Account, the entire amount of the transfer will continue to be held in the Document Option it was at the time of the request until the Valuation Date when complete transfer may be made. However, we and you may mutually agree to transfer only a portion of the intended amount to the Separate Account.

We will Announce when amounts have been transferred to a reopened Separate Account.

You may revoke a request for transfer of funds to a Separate Account by giving us Notification before the date transfer is made. The Notification must also include new investment directions for the intended transfer.

**Provisions for Principal U.S. Property Separate Account if it has been temporarily closed.**

We have established the following order of entry into this Separate Account if it was temporarily closed, then reopened:

1. All amounts held in Principal Money Market Separate Account waiting for transfer to the Principal U.S. Property Separate Account.
2. The value of any other Document Option which attributable to amounts that were to be transferred to the Separate Account but could not be transferred due to the temporary closing of the Separate Account.

Within each of the above two categories, funds will be transferred, in order from the oldest waiting Notification to the newest Notification.

**Provisions for a permanently closed Separate Account.** We will Announce our intent to permanently close a Separate Account. You will have 60 days to request transfer as described in Section I. below. If after 60 days we have not received Notification of where to transfer a closed Separate Account Balance and the related interest in the closed Separate Account, we will treat those amounts as a Contribution for which we do not have investment direction.

**I. PAYMENTS AND TRANSFERS FROM A SEPARATE ACCOUNT BALANCE**

Upon Notification, or subject to our rights to make or defer a payment or transfer as described in this Rider, and, if a Benefit Index Rider is part of this Document, provided such transfer would not cause the Benefit Index to equal or exceed the value of the Balances under this Document determined in accordance with the provisions of the Benefit Index Rider, we will:

1. transfer to another Document Option all or any portion of the Separate Account Balance specified, and the related interest in the closed Separate Account, or
2. transfer to another Funding Agent all or any portion of the Separate Account Balance and the related interest in the closed Separate Account, or
3. make any benefit payments under Article IV directly from the Separate Account Balance and the related interest in the closed Separate Account,
4. In addition, we will make any payments you direct us to, directly from the Separate Account, of (i) premiums for the Pension Benefit Guaranty Corporation, (ii) premiums or payments due under a group life insurance policy issued by us or another group annuity Document issued by us which provides benefits under the Plan, or (iii) premiums or fees for benefits or services not provided by us which are chargeable to the Plan. Payment will be made for items described in 4(iii) only if you are a trustee of the Plan.

The amount to be paid or transferred will be determined and paid or transferred within **seven Business Days** after (i) the Valuation Date on which we receive the Notification, or (ii) a later Valuation Date specified in the Notification. Payments and transfers will be made in accordance with our then-current procedures. We will Announce these procedures to you. The amount paid or transferred will be deducted from the Separate Account Balance from which such payment or transfer was requested on the date of such payment or transfer. Each transfer to another Separate Account Balance may occur only on a Valuation Date of that Separate Account Balance.

We are not responsible for the application of amounts transferred to another Funding Agent.

**J. MUTUAL FUND LIMITATION**

Without regard to any other feature of the Document or this Rider, if any limitation or delay is imposed by the underlying Mutual Fund, we will be unable, and not required, to make payments, transfers, or apply amounts held under these Separate Accounts until such limitations are lifted or delayed payments are made to us.

**K. LIMITATIONS ON PAYMENTS AND TRANSFERS FROM A SEPARATE ACCOUNT BALANCE**

We reserve the right to defer such payments or transfers described in Section I up to 270 days (90 days for Principal Money Market Separate Account and Principal Government & High Quality Bond Separate Account) or such longer period as is necessary (up to three years) for Principal U.S. Property Separate Account. If we defer any payment or transfer under this Section, we will determine the amount to be actually paid or transferred on the date payment or transfer occurs. This determination will reflect changes to the value of the Separate Account assets during the delay. We will provide an Announcement in the event of any deferment of more than 30 days under the provisions of this Section.

Such deferment will be based on unstable or disorderly market or investment conditions which, in our opinion, do not allow for an orderly investment transfer. This deferment may include, but not be limited to, situations where regular banking has been suspended or when an emergency or other circumstances beyond our control do not allow for the orderly disposal and liquidation of securities or other assets.

These limitations will not apply to the payments to the beneficiary of a Participant due to the Participant's death, payments to a Participant due to disability or retirement under the Plan, and to purchases of annuity under Article IV, Section 3, of the Document.

**Special Real Estate Limitations.** Because of the illiquid nature of the assets in which Principal U.S. Property Separate Account is invested, we reserve the right to defer payments or transfers from a Principal U.S. Property Separate Account Balance if a payment or transfer would exceed the amount of cash and other liquid assets held in Principal U.S. Property Separate Account, reduced by amounts committed to purchase properties or needed for Operating Expenses. We will not defer requested payments or transfers for longer than three years under this Section.

Principal U.S. Property Separate Account may be illiquid for indefinite periods of time for up to three years. We will not manage Principal U.S. Property Separate Account to provide a liquidity pool for requests for payment or transfer. If requests for payment or transfer from Principal U.S. Property Separate Account are deferred, then the deferred payments or transfers, when made, will be made in the following order:

1. Any death benefits payable under a defined contribution plan.
2. All or a portion of each of the other requests for payment, determined as follows:
  - a. the amount of the request (if expressed in the Notification requesting the payment or transfer as a dollar amount, we will use that dollar amount, but only to the extent that it does not exceed the amount of the Balance in Principal U.S. Property Separate Account at the time of the calculation), divided by
  - b. the amount of all waiting requests (determined as stated in (a), above), multiplied by
  - c. the amount we determine to be available to pay requests; provided, however, that no more than the amount of the request shall be paid out.

Deferred payments or transfers, when paid, will be made as of a Valuation Date and will be based on the Principal U.S. Property Separate Account Unit Value as of the date paid. In determining the amount available to pay requests, we will subtract amounts payable under any other group annuity Document which requires that we make payments from the Principal U.S. Property Separate Account using a method other than the one described in this Section.

We reserve the right to make payments in a different manner than described in this Section if we (i) are required to do so under applicable statutes, regulations, or decisional law to which we are subject, (ii) must do so to comply with our fiduciary responsibilities as an ERISA investment manager as described in Section O of the Rider, or (iii) deem it necessary to make a change to maintain an equitable distribution of assets under all of our group annuity contracts. We will not implement a change under item (iii) before the Announcement to all affected Documentholders is provided and the appropriate time period after the Announcement has elapsed.

**Special Limitation for Certain Separate Accounts.** If in the period specified in (3) and (4) below, which ends on the requested date of transfer, all payments and transfers from the total of all Separate Account Balances maintained with regard to a particular Separate Account are equal to or greater



than the dollar amount specified in (3) and (4) below, we will make the portion of the requested payment or transfer in excess of this dollar amount in substantially equal installments over a period not to exceed the period specified below. For purposes of this limitation, payments and transfers from any other Separate Account Balances maintained with regard to the Separate Account from any other contracts issued in connection with the Plan or with any other retirement plan of the Employer will be included as a payment or transfer from a Separate Account Balance. If this limitation is imposed by us, the first installment will be made one month after the date of request, or on such later date that you specify. The specified dollar limit and period are:

3. \$1,000,000 and 12 months, respectively, for Principal International Small Company Separate Account and Principal International Emerging Markets Separate Account.
4. \$20,000,000 and 36 months, respectively, for all other Separate Accounts listed in this Rider except Principal Money Market Separate Account and Principal Bond and Mortgage Separate Account.

**L. AMOUNT AND TIMING OF PAYMENTS, TRANSFERS, AND WITHDRAWALS**

Any payment, transfer, or withdrawal from the value of a Separate Account in accordance with the provisions of this Rider will be in the amount stated in the Notice directing such payment, transfer, or withdrawal. If that amount is a stated dollar amount, then to the extent the Separate Account Balances are sufficient, we will pay, transfer, or withdraw such amount. If the Notice directs that a percentage of a Separate Account Balance is to be paid, transferred, or withdrawn, then the amount to be so paid, transferred, or withdrawn will be that stated percentage of the value of the applicable Separate Account Balance as of the Valuation Date preceding the Valuation Date on which the, payment, transfer, or withdrawal is to be made, provided that such Valuation Dates are Business Days.

**M. PLANS WHICH MAY INVEST IN THE SEPARATE ACCOUNTS**

The Separate Accounts are not registered with the Federal Securities and Exchange Commission and therefore only Plans that meet certain requirements under Federal securities law may invest in the Separate Accounts. If the Internal Revenue Service or a court makes a final determination that a Plan is not, or no longer qualifies as, a qualified plan, or the Securities and Exchange Commission or a court determines that the Plan does not meet the requirements of relevant Federal securities laws, we will require that you transfer any amounts held invested in the Separate Accounts. If such a transfer becomes necessary, we will send you an Announcement describing your options. Your responsive Notification must clearly specify whether to make the transfer to a Balance described in the Guaranteed Account Balance Rider – Defined Benefit Unallocated, if such Rider is a part of this Document, or to the Funding Agent to which you want the amounts held transferred. If we do not receive a timely Notification, we will make the transfer from the Separate Account to a Balance described in the Guaranteed Account Balance Rider – Defined Benefit Unallocated, if such Rider is a part of this Document, or to such person that which we reasonably can act as a Funding Agent. If we can not identify such a person, then we will take such actions as are necessary (including court actions) to have someone appointed to that role, which shall be paid for from the amounts that need to be transferred.

**N. FUNDS**

We are the sole owner of all assets held in the Separate Accounts.

**O. INVESTMENT MANAGER**

Issuance of this Rider constitutes acceptance and affirmation by us that (i) we are an “investment manager” as described under ERISA solely with respect to the management of assets held in our Separate Accounts and (ii) we acknowledge that we are a fiduciary for this exclusive purpose of managing the assets of such Separate Accounts within the meaning of ERISA.

**P. AMENDMENT BY US.** As of any date, we may unilaterally strike this Rider and replace it with a rider to allow participation in any additional Separate Account or Accounts offered by us. Such revised rider will not change the provisions of an existing Separate Account. Participation in any Separate account will be by Notification from you. In the event that we make a change to the operation of a Separate Account or decide to permanently close a Separate Account, we may unilaterally strike this Rider and replace it with a rider to reflect such changes or permanent closings, effective upon 60 days Announcement to you.

PRINCIPAL LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "L. J. Zimbleman".

President and  
Chief Operating Officer

## **TABLE A**

### **LISTING OF SEPARATE ACCOUNTS**

The following Separate Accounts may all be available under this Document.

The maximum Management Fee for all of these Separate Accounts is 2.0%, except for Principal U.S. Property Separate Account, which is 3.0%

Principal Bond Emphasis Balanced Separate Account  
Principal Bond and Mortgage Separate Account  
Principal Disciplined Large-Cap Blend Separate Account  
Principal Diversified International Separate Account  
Principal Government & High Quality Bond Separate Account  
Principal High Quality Intermediate-Term Bond Separate Account  
Principal High Yield Separate Account  
Principal Inflation Protection Separate Account  
Principal International Emerging Markets Separate Account  
Principal International Growth Separate Account  
Principal International Small Company Separate Account  
Principal Large-Cap Stock Index Separate Account  
Principal Large Company Growth Separate Account  
Principal Large Company Value Separate Account  
Principal LifeTime 2010 Separate Account  
Principal LifeTime 2015 Separate Account  
Principal LifeTime 2020 Separate Account  
Principal LifeTime 2025 Separate Account  
Principal LifeTime 2030 Separate Account  
Principal LifeTime 2035 Separate Account  
Principal LifeTime 2040 Separate Account  
Principal LifeTime 2045 Separate Account  
Principal LifeTime 2050 Separate Account  
Principal LifeTime 2055 Separate Account  
Principal LifeTime Strategic Income Separate Account  
Principal Medium Company Blend Separate Account  
Principal Medium Company Growth Separate Account  
Principal Medium Company Value Separate Account  
Principal Mid-Cap Stock Index Separate Account  
Principal Money Market Separate Account  
Principal Partners Global Equity Separate Account  
Principal Partners International Separate Account  
Principal Partners Large-Cap Blend Separate Account  
Principal Partners Large-Cap Blend I Separate Account  
Principal Partners Large-Cap Growth I Separate Account  
Principal Partners Large-Cap Growth II Separate Account  
Principal Partners Large-Cap Value Separate Account  
Principal Partners Large-Cap Value I Separate Account  
Principal Partners Large-Cap Value II Separate Account  
Principal Partners Mid-Cap Growth Separate Account  
Principal Partners Mid-Cap Growth I Separate Account

Principal Partners Mid-Cap Growth II Separate Account  
Principal Partners Mid-Cap Value Separate Account  
Principal Partners Mid-Cap Value I Separate Account  
Principal Partners Small-Cap Blend Separate Account  
Principal Partners Small-Cap Growth I Separate Account  
Principal Partners Small-Cap Growth II Separate Account  
Principal Partners Small-Cap Growth III Separate Account  
Principal Partners Small-Cap Value Separate Account  
Principal Partners Small-Cap Value I Separate Account  
Principal Partners Small-Cap Value II Separate Account  
Principal Preferred Securities Separate Account  
Principal Real Estate Securities Separate Account  
Principal Short-Term Bond Separate Account  
Principal Small-Cap Stock Index Separate Account  
Principal Small Company Blend Separate Account  
Principal Small Company Growth Separate Account  
Principal Small Company Value Separate Account  
Principal Stock Emphasis Balanced Separate Account  
Principal Strategic Asset Management Balanced Separate Account  
Principal Strategic Asset Management Conservative Balanced Separate Account  
Principal Strategic Asset Management Conservative Growth Separate Account  
Principal Strategic Asset Management Flexible Income Separate Account  
Principal Strategic Asset Management Strategic Growth Separate Account  
Principal Total Market Stock Index Separate Account  
Principal Ultra-Long Bond Separate Account  
Principal Ultra-Short Bond Separate Account  
Principal U.S. Property Separate Account

These Separate Accounts are described in “Descriptions of Principal Separate Accounts”. You may request a copy from us at any time.

<i>SERFF Tracking Number:</i>	<i>PRLC-125662979</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Principal Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39116</i>
<i>Company Tracking Number:</i>	<i>GPR 49605-1</i>		
<i>TOI:</i>	<i>A03G Group Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>GPR 49605-1 etal</i>		
<i>Project Name/Number:</i>	<i>GPR 49605-1 etal/GPR 49605-1 etal</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number:	PRLC-125662979	State:	Arkansas
Filing Company:	Principal Life Insurance Company	State Tracking Number:	39116
Company Tracking Number:	GPR 49605-1		
TOI:	A03G Group Annuities - Deferred Variable	Sub-TOI:	A03G.002 Flexible Premium
Product Name:	GPR 49605-1 etal		
Project Name/Number:	GPR 49605-1 etal/GPR 49605-1 etal		

## Supporting Document Schedules

### Review Status:

<b>Bypassed -Name:</b>	Certification/Notice	05/22/2008
<b>Bypass Reason:</b>	Not applicable	
<b>Comments:</b>		

### Review Status:

<b>Bypassed -Name:</b>	Application	05/22/2008
<b>Bypass Reason:</b>	Not applicable	
<b>Comments:</b>		

### Review Status:

<b>Bypassed -Name:</b>	Life & Annuity - Acturial Memo	05/22/2008
<b>Bypass Reason:</b>	Not applicable	
<b>Comments:</b>		

### Review Status:

<b>Satisfied -Name:</b>	Explanation of Variables	05/27/2008
<b>Comments:</b>		
<b>Attachment:</b>		
	GPR 49605-1 et al EOV.pdf	

## Explanation of Variables

GPR 49605-1

GPR 49606-7

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### GPR 49605-1

We will put the Document Number of the Document issued to the client in the first line of this Rider.

#### Section A

**Adjusted Balance Value Factor** The percentages shown and the Separate Accounts listed are what we are currently using. We may change these when a new Separate Account is added or when market conditions change so much as to make the percentage used incorrect.

**Sex Neutral Rates** The .65, .35 male/female weighting may be varied at client request.

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### GPR 49606-7

We will put the Document Number of the Document issued to the client in the first line of this Rider.

We reserve the right to change the number of Business Days to no more than 30.

#### Section B

**Operating Expenses** We may change the items listed as operating expenses on all contracts of this class issued in the future.

**Valuation Date** We may change the dates on which the value of separate accounts are determined on all contracts of this class issued after a date.

**Valuation Period** We may change the length of the Valuation Period on all contracts of this class issued in the future.

**Section D** Reference to Principal U.S. Property Separate Account using appraised market value may be deleted should a client choose not to list this Separate Account in their contract. We certify that we will not change the language.

**Section E** Currently, the three balanced funds pay investment manager fees under our other separate accounts. If this situation were to change we would change this wording on all contracts of this class issued after that date. Also, we may modify this section at the client's request if any or all of the separate accounts listed are not included in the list of separate accounts in Table A.

**Section H** If Principal U.S. Property Separate Account is not included in the list of separate accounts in Table A, this language will be deleted.

Section I	For all contracts of this class issued in the future we may change the number of days within which payments or transfers will be made.
Section K	<p>We may need to modify the separate accounts listed in the first paragraph as separate accounts are added or removed from our offerings.</p> <p>If Documentholders ask that we remove Principal U.S. Property Separate Account from their documents, we would need to remove the Special Real Estate Limitations section, too.</p> <p>If we add new separate accounts in the future, we might need to list them in items 3 or 4 of the Special Limitation for Certain Separate Accounts section.</p>
Table A	<p>Normally, all separate accounts available under this Rider will be listed here. However, if a Documentholder requests that certain of the separate accounts be removed, those accounts will be omitted from this list.</p> <p>If new accounts are added in the future, they would be listed here.</p>

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